

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Interlocal Agreement with the City of Casselberry for Animal Control Services

DEPARTMENT: Public Safety

DIVISION: Animal Services

AUTHORIZED BY: Tad Stone

CONTACT: Tad Stone

EXT: 5000

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Interlocal Agreement between Seminole County and the City of Casselberry for the provision of animal control services and accept the transfer of the City of Casselberry's Animal Control inventory to the County to become effective upon signatures of all parties, or August 1, 2007, the latter of the two; and approve and authorize the Chairman to terminate the existing Interlocal Agreement dated October 23, 2001.

District 2 Michael McLean

Tad Stone

BACKGROUND:

On May 2, 2007, representatives from the City of Casselberry met with staff to explore the option of Seminole County Animal Services providing service within the corporate city limits of Casselberry.

The City of Casselberry historically has provided this service to their citizens and entered into an Interlocal Agreement on October 23, 2001 with the County establishing the working parameters and level of County involvement. In Section 2 (c) of this Agreement, the County is not obligated to enter into the City of Casselberry to provide services, and as further stated in Section 2 (a) of this Agreement, the County is only required to provide shelter to impounded animals.

The City of Casselberry adopted a City Code, Chapter 18, which established the jurisdictional authority and associated regulatory requirements for pet owners within the City of Casselberry.

Following the May 2, 2007 meeting with the City of Casselberry, staff identified several steps that must occur in order for the County to operate within the City of Casselberry and established a target date of August 1, 2007 as a probable start date to begin delivering these services. These steps include the following:

- Develop an interlocal agreement with the County to provide animal control services within the City of Casselberry (Attached)
- Cancel the existing Interlocal Agreement (Attached)
- Eliminate Chapter 18 of the City Code, City of Casselberry (Completed)
- The City of Casselberry adopt Chapter 20 of the Seminole County Code (Completed)
- Transfer of available inventory from the City of Casselberry to Seminole

County (List attached)

Attached, the Board will find a new Interlocal Agreement between Seminole County and the City of Casselberry along with a copy of the City of Casselberry Resolution No. 07-1798 establishing the authority for this Interlocal Agreement and a list of inventory the City wishes to transfer to the County.

Staff does not anticipate any additional costs to provide service, but has notified the City of Casselberry that they may experience response times that are longer than they may be accustomed to.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the Interlocal Agreement between Seminole County and the City of Casselberry for the provision of animal control services and accept the transfer of the City of Casselberry's Animal Control inventory to the County to become effective upon signatures of all parties, or August 1, 2007, the latter of the two; and approve and authorize the Chairman to terminate the existing Interlocal Agreement dated October 23, 2001.

ATTACHMENTS:

1. Current Interlocal Agreement
2. City of Casselberry Animal Services Resolution
3. New City of Casselberry Interlocal Agreement
4. Inventory

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into this 23 day of Oct., 2001, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and the CITY OF CASSELBERRY, a Florida municipal corporation, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as the "CITY".

W I T N E S S E T H:

WHEREAS, Chapter 163, Florida Statutes, Section 163.01, Florida Interlocal Cooperation Act of 1969, subsection 163.01(4), provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida, any power, privilege, or authority which such agencies share in common, and which each might exercise separately; and

WHEREAS, Chapter 163, Florida Statutes, subsection 163.01(5), provides that a joint exercise of power by such public agencies shall be made by contract in the form of an interlocal agreement; and

WHEREAS, both COUNTY and CITY are "public agencies" within the meaning of Chapter 163, Florida Statutes, Section 163.01; and

WHEREAS, the COUNTY, under Chapter 20 of the Seminole County Code, provides shelter, impoundment, licensing and other animal control services for the unincorporated portion of Seminole County; and

WHEREAS, the CITY, lacking facilities and personnel to provide its citizens with certain animal control services desires the COUNTY's assistance in providing those services; and

WHEREAS, the COUNTY finds that the public health, safety and welfare will be served through the provision of certain animal control services to the CITY,

NOW, THEREFORE, in consideration of the mutual covenants, agreements and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

Section 2. Obligations of CITY and COUNTY.

(a) The COUNTY agrees to accept, shelter, impound and otherwise service all animals brought to its Animal Services Division by the CITY's Animal Control Officers or by citizens of the CITY. The CITY and/or any citizen of the CITY bringing an animal to the COUNTY for services, pursuant to Chapter 20 of the Seminole County Code, shall be required to pay to the COUNTY such fees as are set forth in Resolution 2001-R-71 or in such fee resolution as shall succeed Resolution 2001-R-71 from time to time.

(b) The COUNTY shall be empowered to issue animal licenses, pursuant to the provision of Chapter 20 of the Seminole County Code, upon request of the CITY or citizens of the CITY. The CITY and/or any citizen of the CITY requesting an animal license shall be required to pay to the COUNTY such fees as set forth in Resolution 2001-R-71 or in such fee resolution as shall succeed Resolution 200-1R-71 from time to time.

(c) The COUNTY shall not be obligated to enter into the geographical limits of the CITY to take custody of animals or perform any other animal control activities within the boundaries of the CITY.

Section 3. Duties and Level of Service. No officer or department of COUNTY shall perform for CITY any function not within the scope of duties of such officer or department in performing the same kind of

services for COUNTY. Except as otherwise hereinafter provided for, the level of service shall be the same basic level of service that is and shall be hereafter, during the term of this Agreement, provided by COUNTY, pursuant to Chapter 20 of the Seminole County Code. Rendition of service, standards of performance, discipline of officers and employees, and other matters incident to performance of services and control of personnel shall remain in COUNTY. In the event of dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such service, the determination thereof made by the County Manager of COUNTY shall be final and conclusive subject to subsequent termination of this Agreement by the CITY as hereinafter provided.

Section 4. Employee Status.

(a) Persons employed by the COUNTY in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workmens' compensation, unemployment compensation, civil service or other employee rights or privileges, granted by the operation of law or by CITY to its officers and employees.

(b) CITY shall assume no liability for the payment of salary, wages, or other compensation or entitlements to officers, agents, or employees of COUNTY performing services hereunder, as provided in this Agreement.

(c) CITY shall not be liable for compensation of indemnity to officers or employees of COUNTY or others for injury or illness arising out of performance of this Agreement.

Section 5. Cooperation. To facilitate performance under this Agreement, COUNTY shall have full cooperation and assistance from CITY, its officers, agents and employees.

Section 6. Liability. Neither party, their officers and employees, shall be deemed to assume any liability for the acts, omissions and negligence of the other party.

Section 7. Term. This Agreement shall become effective upon signature by both parties and shall run for a period of one (1) year thereafter. This Agreement shall be automatically renewed for additional one (1) year periods unless either party elects to terminate as provided herein.

Section 8. Termination. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

Section 9. Compliance with Local and State Laws. The CITY and the COUNTY shall comply with applicable State and local laws, regulations and ordinance, which by reference are hereby incorporated as if fully set forth herein, including but not limited to, the following:

(a) Chapter 112, Florida Statutes - Concerning conflicts of interest.

(b) Any and all laws, rules and regulations relating to the matters set forth or implied in this Agreement.

Section 10. Assignments. Neither party shall assign the Agreement nor any interest herein without the prior written consent of the other party.

Section 11. Headings. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 12. Notice.

Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

Animal Services Manager
232 Bush Boulevard
Sanford, Florida 32773

For CITY:

Jack M. Schluckebier, City Manager
City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notice.

Section 13. Severability. If any one or more of the covenants or provisions of the Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of the Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of the Agreement.

Section 14. Conflict of Interest.

(a) The CITY agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The CITY hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the CITY to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the CITY hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

Section 15. Entire Agreement: Effect On Prior Agreement. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements, if any, between the parties relating to the subject matter of the Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day hereinabove first written.

ATTEST:

CITY OF CASSELBERRY



Thelma McPherson, City Clerk

By: 
BRUCE A. PRONOVOST, Mayor

Date: October 8, 2001

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

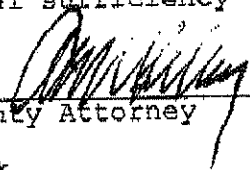

MARIANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: 
DICK VAN DER WEIDE, Chairman

Date: 10/23/2001

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency

As authorized for execution by
the Board of County Commission-
ers at their 10-23,
2001, regular meeting.


County Attorney

AC/lk
9/27/01
casselberry-animal control

RESOLUTION 07-1798

"A RESOLUTION OF THE CITY OF CASSELBERRY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF CASSELBERRY AND SEMINOLE COUNTY ALLOWING FOR SEMINOLE COUNTY TO PROVIDE ANIMAL CONTROL SERVICES WITHIN THE CITY LIMITS OF CASSELBERRY; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE."

WHEREAS, the City of Casselberry wishes to enter into an Agreement with Seminole County to provide animal control services within the city limits of Casselberry.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF CASSELBERRY, FLORIDA, AS FOLLOWS:

SECTION I. That the Agreement, as set forth in Exhibit A, is attached hereto and incorporated herein by reference, between the City of Casselberry and Seminole County.

SECTION II. The Mayor of the City of Casselberry is hereby authorized to execute said Agreement for and on behalf of the City of Casselberry.

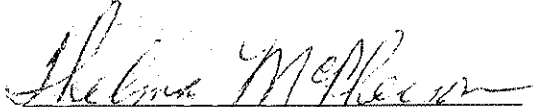
SECTION III. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

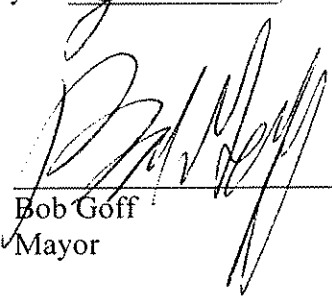
SECTION IV. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effects of any other Section or part of this Resolution.

SECTION V. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 25th Day of June, 2007

ATTEST:


Thelma McPherson
City Clerk


Bob Goff
Mayor

**INTERLOCAL AGREEMENT
SEMINOLE COUNTY / CITY OF CASSELBERRY**

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of _____, 2007, by and between the BOARD OF COUNTY COMMISSIONERS of SEMINOLE COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and the CITY OF CASSELBERRY, a Florida municipal corporation, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as "CITY," both of whom understand and agree as follows.

W I T N E S S E T H

WHEREAS, the parties hereto have the common power to regulate and control animals within their respective geographic jurisdictions; and

WHEREAS, CITY desires that Chapter 20 of the Seminole County Code, "Animals and Fowl," be applicable within its geographic boundaries; and

WHEREAS, CITY has no ordinance in effect in conflict with Chapter 20 of the Seminole County Code; and

WHEREAS, COUNTY is agreeable to administering and enforcing Chapter 20 of the Seminole County Code within the geographic boundaries of CITY; and

WHEREAS, Chapter 163, Florida Statutes, Section 163.01, the Florida Interlocal Cooperation Act of 1969, subsection 163.01(4), provides that public agencies of the State of Florida may exercise

jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately; and

WHEREAS, Chapter 163, Florida Statutes, subsection 163.01(5) provides that a joint exercise of power by such public agencies shall be made by contract in the form of an interlocal agreement; and

WHEREAS, both COUNTY and CITY are "public agencies" within the meaning of Chapter 163, Florida Statutes, Section 163.01.

NOW, THEREFORE, in consideration of the premises and covenants of each party for the benefit of the others set forth below, the parties hereto agree as follows:

SECTION 1. PURPOSE OF AGREEMENT. The purpose of this Agreement is to provide for the applicability and enforcement of Chapter 20, Seminole County Code, within the geographic boundaries of CITY.

SECTION 2. ADMINISTRATIVE AGENT. COUNTY is designated as the party to administer this Agreement by and through its departments and officers.

SECTION 3. SERVICES PROVIDED. The services to be provided pursuant to this Agreement by COUNTY shall be as specified in Chapter 20 of the Seminole County Code as said Chapter may from time to time be amended.

SECTION 4. SERVICES TO BE PROVIDED AT NO COST. COUNTY hereby agrees to provide the aforementioned services at no cost to CITY, and CITY hereby agrees to authorize COUNTY and its designated officers and

agents to enter into the geographical limits of CITY for the purpose of taking custody of animals, impounding said animals in the facilities of COUNTY, and performing any and all other acts set forth in Chapter 20, Seminole County Code.

SECTION 5. DUTIES AND LEVELS OF SERVICE. No officer or department of COUNTY shall perform for CITY any function not within the scope of the duties of such officer or department in performing the same kind of services for COUNTY. Except as otherwise hereinafter provided for, the level of services shall be the same basic level of services that is and shall be hereafter during the term of this Agreement provided by COUNTY within its geographic jurisdiction. Rendition of service, standards of performance, discipline of officers and employees, and other matters incident to performance of services and control of personnel shall remain with COUNTY. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such service, the determination thereof made by the County Manager of COUNTY shall be final and conclusive subject to subsequent termination of this Agreement by CITY as hereinafter provided.

SECTION 6. EMPLOYEE STATUS.


(a) Persons employed by COUNTY in the performance of services and functions pursuant to this Agreement shall have no claim to pension, worker's compensation, unemployment compensation, civil

service, or other employee rights or privileges granted by operation of law or by CITY to its officers and employees.

(b) CITY shall assume no liability for the payment of salary, wages, or other compensation or entitlements to officers, agents, or employees of COUNTY performing services provided for in this Agreement.

(c) CITY shall not be liable for compensation or indemnity to officers or employees of COUNTY or others for injury or illness arising out of performance of this Agreement.

SECTION 7. COOPERATION. To facilitate performance under this Agreement, COUNTY shall have full cooperation and assistance from CITY and its officers, agents, and employees.

SECTION 8. LIABILITY.  Neither party, nor their officers and employees, shall be deemed to assume any liability for the acts, omissions, and negligence of the other party.

SECTION 9. TERM OF CONTRACT. This Contract shall become effective on the date mentioned above and shall run for a period ending September 30, 2008, and shall be automatically renewed for additional one (1) year periods unless either party elects to terminate as provided herein.

SECTION 10. TERMINATION. Either party may terminate this Agreement as of the first (1st) day of October of any year upon notice in writing to the other party of not less than three (3) calendar months prior to the date of termination.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof.

ATTEST:

CITY OF CASSELBERRY

Thelma McPherson
THELMA MCPHERSON
City Clerk

By:

Bob Goff
BOB GOFF
Mayor

Approved as to form and
legal sufficiency.

Date:

June 25, 2007

Cathy Reisch
CATHERINE REISHMANN
City Attorney

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

Maryanne Morse
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.



By:

Carlton Henley
CARLTON HENLEY
Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 2007
regular meeting.

County Attorney

AEC:jjr
5/30/07

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Itemized inventory

Traps

Bobcat Traps	4	
Large Dog Traps	4	
Raccoon/ Cat Traps	33	
Squirrel Traps	10	
Euthanasia Cage	1 large	1 Small
Pigeon Cage	1	
Transfer cages	4	
Total	56	1

Carriers

Large Hurricane	20	
Ex-Large	9	
Large	13	
Medium	20	
Small	11	
Ex-Small	10	
Total	83	

Euthanasia

Syringe Poles	2	
3cc.syringes	3 boxes	
10 cc syringes	1 Box	

Chemical Capture

Dart Gun	1	
Blow Gun	1	
Rifle	1	
Supplies	1 Box	

Leashes

O- rings	150	
Clip	10	
Total	160	

Catch Poles	7	
Cat Tongs	2	
Snake Tongs	2	
Rubber Boots	4 Pr.	
nets	4	
Snappy Snares	4	
Litter Pans	51	
Dog Bowls	13	
Cat bowls	60	

metal water pales	26
Ferret Cage	1
metal cages	32
blanket/carpet pieces	50-60
Avid Scanner	2
Kitten Cage	1